



## *Report to the Auburn City Council*

Action Item

Agenda Item No. 5

City Manager Approval

**To:** Mayor and City Council Members

**From:** Jack Warren, Director of Public Works/City Engineer  
Bernie Schroeder, Engineering Division Manager *BS*

**Date:** January 26, 2009

**Subject:** Auburn Municipal Airport – East Area Hangar Project Amendment to Consultant Agreement – Phase IV

### *The Issue*

Shall the City authorize an Amendment to the Consultant Agreement with Mark Machado for Phase IV of the East Area Hangar Project?

### *Conclusion and Recommendation*

Staff recommends, BY RESOLUTION, approve Phase IV of the consultant agreement with Mark A. Machado in the amount not to exceed \$54,000.

### *Background*

On September 8, 2008, the City Council approved Phase III of the consultant agreement with Mark Machado. Phase III involved further interfacing with prospective lease holders, the development of lease agreements, selecting hangar builders and overseeing the project as a whole on behalf of the City.

On September 24, 2007, the City Council approved Phase II of the consultant agreement with Mark Machado. Phase II involved initial review of the East Area Hangar Project and the development of an approach that would be successful. The approach taken was the creation of groups who would join together to build hangars collectively, a concept which the City Council approved. We now have substantial deposits from prospective owners and are in the process of going to bid for the construction of a fire protection system for the new hangars.

On February 26, 2007, the City Council approved Phase I of the consultant agreement with Mark Machado. Phase I involved a review and evaluation to determine the overall feasibility of the East Area Hangar development project.

Phase IV involves continued support and interfacing with prospective lease holders, coordinate and support lease holders with design of hangars, assist city building department and planning department with submitted hangar plans, interface with FAA regarding project activity, finalize working agreements with representatives of the hangar groups for payment of development and construction of common items, and be main point of contact for the East Hangar Project.

*Alternatives Available to Council; Implications of Alternatives*

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation
3. Take no action

*Fiscal Impact*

Consultant Costs would come from the Airport Enterprise Fund. The cost for Phase 4 is \$54,000. Funds are currently available in the Airport Fund.

Attachment: Proposal & Consultant Agreement  
Resolution

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Auburn / *Mark A. Machado M.E.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and *Mark A. Machado M.E.* ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: *East Hangar Project – Phase IV.*
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 8, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 8, 2009** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": January 27, 2009.
- 3.4 "Expiration Date": January 27, 2010.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Fifty Four Thousand Dollars (\$54,000) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Mark Machado** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000) per claimant and Five Hundred Thousand Dollars (\$500,000) per incident.
  - 11.1.3 Airplane Liability Insurance for airplanes used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.
  - 11.1.4 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and airplane policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## 12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.



**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Auburn  
1225 Lincoln Way  
Auburn CA 95603  
Telephone: (530) 823-4211 x126  
Facsimile: (530) 823-4216

If to Consultant:

*Mark A. Machado M.E.*  
*P.O. Box 638*  
*Penn Valley, CA 95946*  
Telephone: (530) 432-0708  
Facsimile: (530) 432-0708

With courtesy copy to:

Michael G. Colantuono, Esq.  
Auburn City Attorney  
Colantuono & Levin, PC  
11406 Pleasant Valley Road  
Penn Valley, CA 95946-9024  
Telephone: (530) 432-7359  
Facsimile: (530) 432-7356

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with

respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
City of Auburn

By \_\_\_\_\_

Date: \_\_\_\_\_

**"Consultant"**  
Mark A. Machado, M.E.

By:  \_\_\_\_\_  
Mark A. Machado M.E., Owner

Date: 1.19.09

Attest:

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

Mark Machado M.E.

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P. O. Box 638  
Penn Valley, CA. 95946  
530.432.0708 ph/fax  
530.559.5035 mobile  
[m.a.machado@comcast.net](mailto:m.a.machado@comcast.net)

1.8.09

Jack Warren  
Director of Public Works

Bernie Schroeder  
Engineering Division Manager

City of Auburn  
1225 Lincoln Way  
Auburn, CA. 95603

**RE: East Area Hangar Project  
Consulting Services - Phase 4  
Auburn Municipal Airport**

Dear Jack and Bernie:

Included with this correspondence is my revised Strategy and Scope of Services for the final phase of the subject project, what we are calling Phase 4 or the Construction Phase.

In contemplating what has transpired this last year and looking forward, given the time and effort it has taken to get to this point, I see this final effort not being any lighter from a time standpoint. If what we have put together holds up, recognizing a tremendous amount of pressure from the state of our national economy to slow it down, the next nine months or so will see the construction of a multi-million dollar effort on the airport. There is no doubt in my mind, to accomplish this successfully; a near full-time presence by the City will be required on the site.

That said, I see, on the average, of approximately 4 hours per day of involvement by myself, at the airport, for at least the first nine month of 2009. Some day would be less, but in the heat of construction, the time could certainly exceed a typical full work day. Quite frankly, in the last 2 months, I have spent near this amount of time in just getting these groups organized, with the accompanying related activity. This next phase gets the groups positioned as lease-holders, into the building department for building permits and erecting hangars shortly thereafter.

I see the cost for my services, as described in the attachment, at \$54,000. Depending upon the economy and what effect this might have on the project, my time certainly could be less, but I won't let it be more. At this point, all the players in the project are still a "go". My efforts will include doing what I can to keep that spirit alive, as I have done in the past.

Sincerely,

---

Mark A. Machado M.E.  
Consultant

Attachments: Exhibits A & B

**Exhibit A**  
**Mark A. Machado M.E.**  
**Consultant**  
P.O. Box 638, Penn Valley, CA. 95946  
530-432-0708

**Strategy & Scope – Phase 4**  
Project Management  
Construction Phase  
East Area Hangar Project  
Auburn Municipal Airport  
City of Auburn

*Note: The following scope represents “Phase 4” of the consulting services by Mark A. Machado M.E., Consultant, assisting the City of Auburn in organizing the private development of operational and revenue- generating aircraft hangars on the East end of the Auburn Municipal Airport. Phase 4 is the construction and final phase of the effort. This effort will oversee the build-out of approximately 50% of the available land or what is commonly known as the Phase 1 portion of the East Area Hangar Project region. It is anticipated this effort will continue through the first 9 months of calendar year 2009.*

1. Finalize efforts in formalizing hangar groups into legal entities ready to sign leases. Total number of new leases expected to be 5-6. Arrange and coordinate meetings with City legal counsel, City Manager and/or Dept of Public Works with the objective to create final, revenue-generating lease products with individuals or legal entities. Review and advise the City staff on language of lease to ensure area leased minimizes maintenance required by the City and appropriately proportions the responsibility of such. Further, be the City of Auburn’s “contact person” for all new lease holder issues relating to development of personal improvements on leased space, to include, but not be limited to, matters relating to construction, plans submission, plans approval process and eventual occupancy.
2. Coordinate with lease holders to ensure design of buildings and site work required for hangar building erection is consistent with minimum, approved hangar building specifications, as well as ensuring hangar groups are prepared to meet minimum standards relating to licensing of individuals, contractors and/or construction managers working on site.
3. Assist the Building and Planning Departments in the review of submitted plans for construction, with the effort being to ensure compliance with minimum specifications,

including drainage control, coordination of site plans with adjoining buildings and that the buildings, as designed, meet the standards for a building expected to have a high level of useful value following the term of the leases.

4. Continued and on-going interface with the FAA regarding all activity on the project site, including follow-up on existing FAA 7460's currently under review. This shall include, when appropriate, notification in the event that construction cranes and/or lifts are being utilized that may violate known restricted air space and/or the issuance of follow-up FAA 7640-2's (Notice of Actual Construction), indicating immediate construction activity. Assist in the issuing of temporary NOTAM's and/or airport ATIS documentation and language for the related activity, thereby maintaining compliance with FAA regulations and reducing potential liability exposure to the City.
5. Finalize working agreements with representatives of the hangar groups for the payment, development and construction of common-use items such PG&E service, water meter purchase, placement and service, site automated fire alarm service and related telephone service. Assistance will be provided to ensure payment of services will be provide by the private developers of the site and in a form acceptable to the vendors involved.
6. Provide "point of contact" service, representing the City of Auburn, to representatives of all active hangars groups on the site. Schedule monthly meetings to review and resolve common problems and conflicts, leading to resolution. Meeting topics shall include, but not be limited to, payment of area-wide common costs, construction coordination, best practice procedures and site safety.

Be the City of Auburn's "site representative" and be on-site daily during all major construction activity. Emphasis shall be on maintaining order on the site to ensure the protection of the City's airport assets. Work shall include, but not be limited to, creating separation between all construction activity and the operating airport on a daily basis, establishing and maintaining safe construction routes, establishing wash-out areas for extensive concrete pouring activity, provide coordinating function for multiple contractors on site to minimize conflicts and generate resolution, monitor and police FAA requirements relating to construction activity, coordinate with on-site FBO's and businesses relating to potential conflicts and/or notifications required, establish signage on site that identifies myself as contact person for questions, concerns and/or interest, assist City of Auburn's building inspection personnel, as requested, in their duties during construction, create an orderly plan in transitioning from construction site to active aircraft storage hangar function and keep City staff updated on a regular basis regarding status of construction process.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

**Mark A. Machado M.E.**  
**Consultant**  
P.O. Box 638, Penn Valley, CA. 95946  
530-432-0708

As of 2.1.09 (Phase 4- East Area Hangar Project, Auburn Municipal Airport):

Principal -	\$80/hr
Clerical -	\$30/hr
Mileage -	\$.485/mile (only when traveling outside of the County of Placer or the County of Nevada. Point of origin: Penn Valley, CA.)
Printing/copy -	Direct cost + 15%
Postage/mailing expense -	Direct cost + 15%
Legal consultant -	Direct cost + 15%



RESOLUTION NO. 09-

RESOLUTION AUTHORIZING PHASE IV CONSULTANT AGREEMENT WITH MARK  
A. MACHADO FOR EAST AREA HANGAR PROJECT

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve the  
Director of Public Works to execute a consultant contract with Mark A. Machado  
for Phase IV of the East Area Hangar Project in an amount not to exceed  
\$54,000.

A true and correct copy of said consultant agreement is attached hereto as  
Exhibit "A."

DATED: January 26, 2009

\_\_\_\_\_  
J.M. Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify  
that the foregoing resolution was duly passed at a regular session meeting of  
the City Council of the City of Auburn held on the 26<sup>th</sup> day of January 2009 by  
the following vote on roll call:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

